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April 19, 2002

**VIA FEDERAL EXPRESS** 

Maher M. Hawash 2642 NE Aurora Drive Hillsboro, OR 97124 CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGED

Re:

U.S. Patent Application for:

"REAL-TIME PRESCRIPTION RENEWAL TRANSACTION ACROSS

A NETWORK"

Inventors:

Maher M. Hawash, Rohan Coelho, Karl Allen,

Michael J. Payne

Filed:

January 4, 2002

Serial No.:

10/039,120

Our Ref.:

42390.P11782

#### Dear Maher:

Enclosed please find for your signature the Declaration and Power of Attorney form, and the Assignment form for the above-referenced patent application. Please sign and date the forms, then return them to me as soon as possible in the prepaid Federal Express envelope provided for your convenience. We need to file these executed documents with the Patent Office by May 19, 2002.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Barbara Skliba

Secretary to Jim H. Salter

/bs

**Enclosures** 

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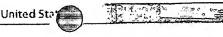
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## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION (FOR INTEL CORPORATION PATENT APPLICATIONS)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below, next to my name.

I believe I am the original, first, and sole inventor (if only one name is listed below) or an original, first, and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

irst, and joint inventor (if pand for which a patent is s	ought on the invention	entitled	i is ciaime	u
REAL-TI	ME PRESCRIPTION ACROSS A I	RENEWAL TRANSACTION NETWORK		
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U	on (MM/DD/YYYY) Inited States Application r PCT International App	01/04/2002 n Number10/039,120 plication Number MM/DD/YYYY) (if applicable)		
know and do not believe to famerica before my investigation and country before my investigate and do not believe to the States of America more the invention has been patent date of this application in filed by me or my legal repartition or six months. I acknowledge the duty to defined in Title 37, Code of	hat the claimed invention thereof, or patent vention thereof, or patent vention thereof or more that the claimed invention an one year prior to this ted or made the subject any country foreign to the presentatives or assign to the form a design patent appropriate of Federal Regulations,		United Stablication in tion. I do the United lieve that the defendent of the	ates n not d the ie ion ent
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Prior Foreign Application(	<u>'s)</u>		Priorit <u>Claim</u>	
(Number)	(Country)	(Foreign Filing Date - MM/DD/YYYY)	Yes	No
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(Number)	(Country)	(Foreign Filing Date - MM/DD/YYYY)	Yes	No

Rev. 11/28/01 (D3 INTEL)

I hereby claim the benefit und States provisional application	er Title 35, Office States Code, (s) listed below:	Section 119(e) of any office
Application Number	(Filing Date – MM/DD/YY	YY)
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application(s) listed below and application is not disclosed in first paragraph of Title 35, Unall information known to me to Regulations, Section 1.56 whose the section 1.56 whose th	<ul> <li>d, insofar as the subject matter of the prior United States application ited States Code, Section 112, I</li> </ul>	on in the manner provided by the acknowledge the duty to disclose efined in Title 37, Code of Federal are filing date of the prior
Application Number	(Filing Date – MM/DD/YYYY)	Status patented, pending, abandoned
Application Number	(Filing Date – MM/DD/YYYY)	Status patented, pending, abandoned
and a part of this document)	listed on Appendix A hereto (who as my respective patent attorney ocation, to prosecute this application connected herewith.	ich is incorporated by reference is and patent agents, with full ation and to transact all business in
Send correspondence to	James H. Salter Name of Attorney or Agent)	, BLAKELY, SOKOLOFF, TAYLOR &
ZAFMAN LLP, 12400 Wilsh	ire Boulevard 7th Floor, Los A	ngeles, California 90025 and
direct telephone calls to	James H. Salter , (4 Name of Attorney or Agent)	108) 720 <del>-</del> 8300.





I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements w re made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 f the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Sole/Firs	t Inventor <u>Maher M. Hawash</u>		
Inventor's Signature _		Date	
Residence	Hillsboro, Oregon (City, State)	_ Citizenship	USA (Country)
Post Office Address	2642 NE Aurora Drive Hillsboro, OR 97124		
Full Name of Second/	Joint Inventor <u>Rohan Coelho</u>		
Inventor's Signature _		Date	
Residence	Portland, Oregon (City, State)	Citizenship	INDIA (Country)
Post Office Address	14949 NW West Union Road Portland, OR 97229		
	int Inventor <u>Karl Allen</u>		
Inventor's Signature _		Date	
Residence	Portland, Oregon (City, State)	Citizenship	USA (Country)
Post Office Address	3732 SW Dosch Court Portland, OR 97221		
Full Name of Fourth/J	loint Inventor <u>Michael J. Payne</u>		
Inventor's Signature _		Date	
Residence	Beaverton, Oregon (City, State)	Citizenship	USA (Country)
Post Office Address	8035 SW 160 <sup>th</sup> Avenue Beaverton, OR 97007		

#### APPENDIX A

Ramin Aghevli, Reg. No. 43,462; William E. Alford, Reg. No. 37,764; Farzad E. Amini, Reg. No. 42,261; William Thomas Babbitt, Reg. No. 39,591; Jordan Michael Becker, Reg. No. 39,602; Michael A. Bernadicou, Reg. No. 35,934; Roger W. Blakely, Jr., Reg. No. 25,831; R. Alan Burnett, Reg. No. 46,149; Gregory D. Caldwell, Reg. No. 39,926; Jae-Hee Choi, Reg No. 45,288; Thomas M. Coester, Reg. No. 39,637; Robert P. Cogan, Reg. No. 25,049; Donna Jo Coningsby, Reg. No. 41,684; Florin Corie, Reg. No. 46,244; Mimi Diemmy Dao, Reg. No. 45,628; Dennis M. deGuzman, Reg. No. 41,702; Stephen M. De Klerk, Reg. No. 46,503; Michael Anthony DeSanctis, Reg. No. 39,957; Daniel M. De Vos, Reg. No. 37,813; Justin M. Dillon, Reg. No. 42,486; Sanjeet Dutta, Reg. No. 46,145; Matthew C. Fagan, Reg. No. 37,542; Tarek N. Fahmi, Reg. No. 41,402; Thomas S. Ferrill, Reg. No. 42,532; George Fountain, Reg. No. 37,374; Andre Gibbs, Reg. No. 47,593; James Y. Go, Reg. No. 40,621; Melissa A. Haapala, Reg No. 47,622; Alan Heimlich, Reg. No. 48,808; James A. Henry, Reg. No. 41,064; Libby H. Ho, Reg. No. 46,774; Willmore F. Holbrow III, Reg. No. 41,845; Sheryl Sue Holloway, Reg. No. 37,850; George W Hoover II, Reg. No. 32,992; Eric S. Hyman, Reg. No. 30,139; William W. Kidd, Reg. No. 31,772; Walter T. Kim, Reg. No. 42,731; Eric T. King, Reg. No. 44,188; Steve Laut, Reg. No. 47,736; George Brian Leavell, Reg. No. 45,436; Samuel S. Lee, Reg. No. 42791; Gordon R. Lindeen III, Reg. No. 33,192; Jan Carol Little, Reg. No. 41,181; Julio Loza, Reg. No. 47,758; Joseph Lutz, Reg. No. 43,765; Michael J. Mallie, Reg. No. 36,591; Andre L. Marais, Reg. No. 48,095; Paul A. Mendonsa, Reg. No. 42,879; Clive D. Menezes, Reg. No. 45,493; Richard A. Nakashima, Reg. No. 42,023; Stephen Neal Reg. No. 47,815; Chun M. Ng, Reg. No. 36,878; Thien T. Nguyen, Reg. No. 43.835; Thinh V. Nguyen, Reg. No. 42,034; Robert B. O'Rourke, Reg. No. 46,972; Daniel E. Ovanezian, Reg. No. 41,236; Gregg A. Peacock, Reg. No. 45,001; Marina Portnova, Reg. No. 45,750; Michael A. Proksch, Reg. No. 43,021; Randol W. Read, Reg. No. 43,876; William F. Ryann, Reg. 44.313; James H. Salter, Reg. No. 35,668; William W. Schaal, Reg. No. 39,018; James C. Scheller, Reg. No. 31,195; Jeffrey S. Schubert, Reg. No. 43,098; Saina Shamilov, Reg. No. 48,266; Maria McCormack Sobrino, Reg. No. 31,639; Stanley W. Sokoloff, Reg. No. 25,128; Judith A. Szepesi, Reg. No. 39,393; Ronald S. Tamura, Reg. No. 43,179; Edwin H. Taylor, Reg. No. 25,129; Lance A. Termes, Reg. No. 43,184; John F. Travis, Reg. No. 43,203; Kerry P. Tweet, Reg. No. 45,959; Mark C. Van Ness, Reg. No. 39,865; Tom Van Zandt, Reg. No. 43,219; Brent Vecchia, Reg No. 48,011; Lester J. Vincent, Reg. No. 31,460; Archana B. Vittal, Reg. No. 45,182; Glenn E. Von Tersch, Reg. No. 41,364; John Patrick Ward, Reg. No. 40,216; Mark L. Watson, Reg. No. 46,322; Thomas C. Webster, Reg. No. 46,154; and Norman Zafman, Reg. No. 26,250; my patent attorneys, and Charles P. Landrum, Reg. No. 46,855; Suk S. Lee, Reg. No. 47,745; and Raul Martinez, Reg. No. 46,904, Brent E. Vecchia, Reg. No. 48,011; Lehua Wang, Reg. No. P48,023; my patent agents, of BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP, with offices located at 12400 Wilshire Boulevard, 7th Floor, Los Angeles, California 90025, telephone (310) 207-3800, and Alan K. Aldous, Reg. No. 31,905; Ed Brake, Reg. No. 37,784; Ben Burge, Reg. No. 42,372; Robert A. Burtzlaff, Reg. No. 35,466; Richard C. Calderwood, Reg. No. 35,468; Jeffrey S. Draeger, Reg. No. 41,000; Cynthia Thomas Faatz, Reg No. 39,973; Jeffrey B. Huter, Reg. No. 41,086; John Kacvinsky, Reg. No. 40,040; Seth Z. Kalson, Reg. No. 40,670; David J. Kaplan, Reg. No. 41,105; Peter Lam, Reg. No. 44,855; Anthony Martinez, Reg No. 44,223; Paul Nagy, Reg. No. 37,896; Dennis A. Nicholls, Reg. No. 42,036; Leo V. Novakoski, Reg. No. 37,198; Lanny Parker, Reg. No. 44,281; Thomas C. Reynolds, Reg. No. 32,488; Kenneth M. Seddon, Reg. No. 43,105; Mark Seeley, Reg. No. 32,299; Steven P. Skabrat, Reg. No. 36,279; Howard A. Skaist, Reg. No. 36,008; Robert G. Winkle, Reg. No. 37,474; Sharon Wong, Reg. No. 37,760; Steven D. Yates, Reg. No. 42,242; Calvin E. Wells; Reg. No. 43,256 and Charles K. Young, Reg. No. 39,435, my patent agents, of INTEL CORPORATION; and James R. Thein, Reg. No. 31,710, my patent attorney; with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.





#### APPENDIX B

#### Title 37, Code of Federal Regulations, Section 1.56 Duty to Disclose Information Material to Patentability

- (a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:
  - (1) Prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.
- (b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and
- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
  - (2) It refutes, or is inconsistent with, a position the applicant takes in:
    - (i) Opposing an argument of unpatentability relied on by the Office, or
    - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

- (c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:
  - (1) Each inventor named in the application;
  - (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.
- (d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.
- (e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

#### ASSIGNMENT

(For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby
acknowledged, WE, the undersigned, Maher M. Hawash, Rohan Coelho, Karl Allen, and
Michael J. Payne hereby sell, assign, and transfer to Intel Corporation a
corporation of <u>Delaware</u> , having a principal place of business at <u>2200 Mission College</u>
Boulevard, Santa Clara, California 95052 , ("Assignee"), and its successors, assigns, and
legal representatives, the entire right, title, and interest for the United States and all foreign
countries, in and to any and all improvements that are disclosed in the application for the
United States patent that was filed January 4, 2002 and assigned Application No.
10/039,120 and is entitled

#### REAL-TIME PRESCRIPTION RENEWAL TRANSACTION ACROSS A NETWORK

and in and to said application and all divisional applications, continuation applications, - continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date:, 2002	
Date, = 5 3 3	Name: Maher M. Hawash
Date:, 2002	Name: Rohan Coelho
Date:, 2002	Name: Karl Allen
Date:, 2002	Name: Michael I Payne